

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G**CONTRACT ADMINISTRATION DATA****G.1 CORRESPONDENCE PROCEDURES**

- (a) To promote timely and effective contract administration, correspondence submitted under this contract shall include the contract number and shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent General Counsel (where patent or technical data issues are involved). For technical direction, the Contractor may address letters directly to the COR, or respond directly to letters issued by the COR. The Contracting Officer shall receive a courtesy copy of the letter from the Contractor.
- (b) Patents Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Patent Clauses in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office in care of Gary Drew, Assistant Chief Counsel for Intellectual Property, One Cyclotron Road MS90-1023, Berkeley, CA, 94720, with a copy to the Assistant Chief Counsel for the Office of River Protection, the CO and the COR.
- (c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

“SUBJECT: CONTRACT NO. DE-AC27-10RV15051”

(Insert subject topic after contract number, e.g., “Request for Subcontract Consent”).

- (d) Electronic Media for Reports/Plans/Documents. All required reports, plans, and other documents will continue to be submitted to DOE in hard copy, but shall also be available electronically upon request by the DOE CO or the DOE COR. The Contractor will prepare the requested reports and documents via site standard software and provide a copy on diskette or Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on diskette or Compact Disk. Electronic data shall be available within five days of the DOE request.
- (e) The Contractor shall ensure all contractor employee email messages, when using Government email addresses, including out of office messages, include

a signature block to clearly identify the employee as contractor support service staff. Example is as follows:

Mary Smith
XYZ Corp, Contractor to the
US Department of Energy, Office of River Protection

G.2 CONTRACT ADMINISTRATION

The DOE Contracting Officer and correspondence address is:

Susan C. Johnson
Contracting Officer
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

The DOE Contracting Officer Representative and correspondence address is:

Janet Deidiker
Contracting Officer Representative
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

Robert Carosino
Contracting Officer Representative – Limited to Litigation Management and Legal Policy
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

The DOE Property Administrator and correspondence address is:

Cathy Poynor
Property Administrator
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

G.3 CONTRACTOR'S POINT OF CONTACT

The Contractor shall identify to the CO the official who has the authority and is responsible for managing, administering, and negotiating changes to the terms and conditions of this contract, as well as executing contract modifications on behalf of the company.

G.4 DOE CONTRACTING OFFICER'S REPRESENTATIVE

The CO will designate in writing the name and correspondence address of the COR who is the only individual (outside of the CO) that may give technical direction in accordance with the Section G clause entitled DEAR 952.242-70, "Technical Direction." The Contractor shall use the COR as the primary point of contact on technical correspondence (see the Correspondence Procedures clause, above, for definition), subject to the restrictions of Section G, DEAR 952.242-70, "Technical Direction."

G.5 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE COR. The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual SOW.
 - (2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- (b) The contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
 - (1) Constitutes an assignment of additional work outside the SOW;

- (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the CO in writing within five (5) working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

G.6 BILLING INSTRUCTIONS

- (a) Invoices: All invoices, including the applicable CLIN reference from Section B.1, shall be submitted in triplicate (original and two copies), in accordance with the following:

(1) Portable Document Format (PDF) of all invoices shall be sent to individuals designated by the Contracting Officer for the following Office of River Protection divisions:

- i. Acquisition Management Division;
- ii. Project Administration;
- iii. Tank Farms Project; and
- iv. Others as directed.

(2) In addition to the information required by the Section I Clause entitled, *Prompt Payment* (FAR 52.232-25), the following information must be included on each invoice:

- i. The invoice shall include a summary schedule of costs by Budget and Reporting (B&R) Breakout.
- ii. Individual Cost Center Codes (as applicable).
- iii. All supporting documentation requested by the CO or COR (spreadsheets, receipts, CO approvals, etc.)

(3) Original invoice shall be submitted to the paying office at the following email address: orfscmail@oro.doe.gov. The contractor may be required to email to individuals at the Oak Ridge Office (ORO), as determined by ORO.

(4) The contractor shall also submit invoices electronically via the US Department of Energy Vendor Inquiry Payment Electronic Reporting System (VIPERS) at <https://finweb.oro.doe.gov/vipers.htm>

(b) **INVOICING UNDER ARRA**

The following invoice procedure will apply to the submission of invoices for Recovery Act work specified in Section C:

The contractor may invoice costs for both Recovery Act work and other work in the same invoice. However, the contractor shall separately identify costs in its invoices that pertain to the Recovery Act work. Recovery Act costs shall also be segregated in the

invoice so as to identify those costs associated with each applicable appropriation at the program and project level of the following accounting and appropriation data:

Accounting and Appropriations Data

Level	1	2	3	4	5	6	7	8	9
Numerical Characters	06049	9-10	34	422100	25200	1111328	2002140		
Level Name	Fund	Appropriation Year	Allottee	Reporting Entity	Object Class	Program	Project	WFO	Local Use

The contractor shall certify in each invoice that the costs included in the invoice for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with Section C. Other existing provisions applicable to invoice submission are applicable to Recovery Act invoices.

G.7 DEFECTIVE OR IMPROPER INVOICES

Invoices not conforming to paragraph (a)(4) of contract clause FAR 52.232-25, Prompt Payment shall be deemed improper and thus defective. The Contractor shall provide the name or names (where practicable), title, phone number, office name, and complete mailing address of officials of the Contractor to be notified when the Government receives a defective or improper invoice to the Contracting Officer.

G.8 REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications for this contract as completed by the Contractor and dated, September 22, 2009, are hereby incorporated into this contract by reference.